

**AUTHORIZED RETAILER AGREEMENT FOR
MITSUBISHI BRAND NAME PRODUCTS**

THIS AGREEMENT is effective as of _____ 20 _____ (the “Effective Date”), between MITSUBISHI DIGITAL ELECTRONICS AMERICA, INC., a Delaware corporation having its principal place of business at 9351 Jeronimo Road, Irvine, California 92618 (“MDEA”) and _____, a _____ having its principal place of business at _____ (“RETAILER”).

WHEREAS, MDEA distributes in the United States certain consumer electronics products that it sells for resale through various distribution channels and RETAILER purchases electronic products through such distribution channels for resale at retail directly to end-users in the regular course of its business;

WHEREAS, MDEA and RETAILER wish to establish the terms and conditions under which MDEA shall authorize and designate RETAILER as an authorized retailer of MDEA products.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANT CONTAINED IN THIS AGREEMENT, MDEA AND RETAILER AGREE AS FOLLOWS:

1. APPOINTMENT. MDEA appoints RETAILER as a non-exclusive authorized retailer (an “Authorized Mitsubishi Retailer” of the MDEA Products set forth on the attached **Exhibit A** (the “Products”), and RETAILER accepts such appointment in the United States in accordance with all the terms and conditions of this Agreement. This appointment shall be limited in scope to the retail sale and promotion to end-users in the United States of MDEA Products as designated below:

(a) Retail locations

RETAILER **IS** authorized for sales of the Products from the retail locations as may be set forth on **Exhibit A**

RETAILER **IS NOT** authorized for sales from retail locations

(b) Internet Sales

RETAILER **IS** authorized to sell Products via the Internet from the website(s) located at the URL as may be set forth on **Exhibit A** (“RETAILER’s Authorized Website” and the portion of RETAILER’s Authorized Website that is devoted to MDEA Products being hereinafter referred to as “RETAILER’s MDEA Products Website”).

RETAILER **IS NOT** authorized to sell Products via the Internet.

MDEA does not grant to RETAILER any territorial, product or other exclusivity. MDEA reserves the right to compete with, and to appoint other resellers who compete with, RETAILER and to appoint additional resellers to sell Products directly to wholesalers and end-users at any location by any distribution method. RETAILER shall not sell Products via the Internet at any Internet site other than RETAILER’s Authorized Website if so authorized. RETAILER shall sell Products only in strict accordance with the terms and conditions set forth herein.

2. RETAILER MERCHANDISING REQUIREMENTS. In addition to the other obligations set forth in this Agreement, RETAILER shall market and sell the Products strictly in accordance with the Authorized Mitsubishi Retailer Merchandising Requirements as set forth on the attached **Exhibit B** and as may be revised or amended by MDEA from time to time and provided to RETAILER.

3. RETAILER REPRESENTATIONS AND WARRANTIES. RETAILER represents and warrants to MDEA that: (i) it has all necessary rights and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and nothing contained in this Agreement or in the performance of this Agreement will place RETAILER in breach of any other contract or obligation; (ii) in its performance under this Agreement, it shall at all time comply with all federal, state and local laws, statutes, regulations and ordinances affecting or related to RETAILER’s activities under this Agreement, including without limitation, those concerning unfair competition, product disparagement and deceptive trade practices; (iii) it shall not make any representations or warranties regarding the Products inconsistent with those contained in the applicable Limited Warranty Statement; and (iv) neither RETAILER’s performance of the Agreement nor the operation of RETAILER’s Authorized Website and RETAILER’s MDEA Products Website (including the HTML code and hyperlinks contained therein)

will in any way constitute an infringement or other violation of any copyright, patent, trademark, trade secret, service mark or other proprietary or personal rights of MDEA and of any third party.

4. INDEMNITY AND LIMITATION OF LIABILITY

4.1 RETAILER Indemnification Obligations. RETAILER agrees to indemnify and hold harmless MDEA and its respective officers, directors, employees, agents, parents and affiliates, and others working for any of them or on their behalf from and against any and all third-party claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees and costs), arising out of or resulting from (i) any breach of RETAILER's obligations under this Agreement, and if applicable, RETAILER's Authorized Website, RETAILER's MDEA Products Website, or the use and content thereof; (ii) any infringement by RETAILER of MDEA's trademarks or other intellectual property; and (iii) any breach of RETAILER's obligations under the Authorized Mitsubishi Retailer Merchandising Requirements as set forth on the attached **Exhibit B** as may be revised or amended by MDEA from time to time. As the parties intend complete indemnification, all costs and expenses of enforcing this provision shall also be reimbursed. In the event of any breach by RETAILER of its obligations under Section 6 of this Agreement, in addition to any other rights or remedies available to MDEA, RETAILER shall indemnify and hold MDEA harmless against all damages, liabilities, costs and expenses, including attorneys' fees and costs, including but not limited to MDEA's efforts to (i) secure an injunction to stop further use of MDEA's trade names and trademarks, and (ii) pursue a court-ordered remedial advertising campaign. These obligations shall survive any termination or expiration of this Agreement.

4.2 Limitation of Liability. MDEA MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS EXCEPT AS EXPRESSLY STATED IN A WRITTEN LIMITED WARRANTY FOR THE BENEFIT OF THE CONSUMER ACCOMPANYING THE PRODUCTS AND/OR AS EXPRESSLY STATED IN A SEPARATE SERVICE CENTER AGREEMENT WITH DEALER. MDEA DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS. UNDER NO CIRCUMSTANCES SHALL MDEA BE LIABLE TO DEALER OR ANY OTHER PERSON FOR ANY LOSSES, COSTS, DAMAGES OR EXPENSES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, SUSTAINED BY REASON OF ANY BREACH OF ANY WARRANTY EXCEPT ONLY FOR MDEA'S RESPONSIBILITY TO THE CONSUMER UNDER ITS WRITTEN LIMITED WARRANTY. MDEA SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS AND ONLY TO THE EXTENT DIRECTLY CAUSED BY MDEA'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT), LOSS OF REVENUES OR PROFITS, EXPENSE FOR SUBSTITUTE EQUIPMENT OR SERVICE, STORAGE CHARGES, LOSS OR CORRUPTION OF DATA ON DEALER'S AUTHORIZED WEBSITE OR DEALER'S MDEA PRODUCTS WEBSITE, OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AFFECTING DEALER OR ITS CUSTOMERS ARISING OUT OF (i) ANY COMMUNICATIONS BETWEEN MDEA AND ANY OTHER PARTY, (ii) EQUIPMENT CRASH OR ANY OTHER CRASH, OUTAGE OR FAILURE OF ANY COMPUTER SYSTEM OR OTHER INTERNET RESOURCE, (iii) BREACH OF SECURITY OR PRIVACY; (iv) ANY FAILURE BY RETAILER TO COMPLY WITH THE MERCHANDISING REQUIREMENTS AS MAY BE PROVIDED BY MDEA TO RETAILER FROM TIME TO TIME; OR (v) ANY OTHER CLAIM, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF MDEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. CONFIDENTIALITY. "Confidential Information" shall mean any information or materials that RETAILER receives pursuant to this Agreement and that (i) is marked or identified as confidential or proprietary or (ii) is of such a nature as should reasonably be expected to be confidential or proprietary. RETAILER shall have a duty of confidentiality with respect to Confidential Information. Excepts as expressly provided in this Agreement, RETAILER shall not disclose, and shall make all efforts to prevent the inadvertent disclosure of, all Confidential Information to any other individual, corporation, partnership, trust, governmental authority or any other third party. RETAILER shall use the Confidential Information only in fulfilling its duties under this Agreement. RETAILER may disclose Confidential Information to RETAILER's employees only on a strict "need-to-know" basis and only where they are bound in writing to the duty of confidentiality and nondisclosure as provided in this Section. RETAILER shall have no duty of confidentiality with respect to any information or material that such party receives under this Agreement and that: (i) is in the public domain at the time of such receipt; (ii) is independently developed by such party; (iii) is expressly approved for release by the other party; or (iv) is required by court order to be disclosed; PROVIDED THAT MDEA is given notice of the court order and the opportunity to secure a protective order. RETAILER's duty of confidentiality under this Section shall continue for a period of five (5) years after any termination or cancellation of this Agreement.

6. TRADEMARKS AND INTELLECTUAL PROPERTY. During the term of this Agreement, MDEA authorizes RETAILER to use the trade names and trademarks "Mitsubishi," the Three Diamond Logo and "Authorized Mitsubishi

Retailer” in connection with RETAILER’s sale, advertisement and promotion of any MDEA Products at RETAILER’s retail locations or, if authorized, on RETAILER’s Authorized Website or RETAILER’s MDEA Products Website only. RETAILER’s use of MDEA’s trademarks and trade names shall be in accordance with MDEA policies in effect from time to time. Nothing contained in this Agreement gives RETAILER any interest in the trade names “MDEA,” the Three Diamond logo, “Authorized Mitsubishi Retailer” or any similar trademarks or trade names, except as expressly provided herein. RETAILER’s right to use such trademarks and trade names shall cease upon termination of this Agreement for any reason. RETAILER agrees: (i) not to attach any additional trademarks or trade names to MDEA Products; (ii) not to remove, obscure, deface or alter any MDEA trademark; (iii) not to affix any MDEA trademark or trade name to products other than MDEA Products; (iv) not to permit any third party affiliate or on-line paid advertising affiliate of RETAILER to use MDEA’s trade names and/or trademarks; (v) not to engage in any activity or use of MDEA’s trade names and trademarks that could cause consumer confusion or unlawful dilution. RETAILER’s use of hypertext links to the MDEA Site is expressly authorized under this Agreement; provided that RETAILER shall conspicuously state that MDEA’s Site and RETAILER’s Authorized Website or RETAILER’s MDEA Products Website are unaffiliated sites. In order to comply with MDEA’s quality control standards, RETAILER shall: (i) conduct a clearance search of all trade names and trademarks of RETAILER intended to be used on RETAILER’s Authorized Website and RETAILER’s MDEA Products Website; and (ii) use MDEA’s trade names and trademarks strictly in compliance with all relevant federal and state laws and regulations. MDEA shall have the right to approve the use of MDEA’s trade names and trademarks on RETAILER’s Authorized Website and on RETAILER’s MDEA Products Website, in order to ensure that RETAILER’s use of such trade names and/or trademarks is in compliance with this provision. Any violation of this provision shall be deemed a material breach of the Agreement.

7. INDEPENDENT CONTRACTOR. RETAILER is an independent contractor with MDEA. Because RETAILER is an independent contractor, RETAILER has no authority to act for or on behalf of MDEA, to bind MDEA under any written or oral agreement or to incur any obligations or to make any expenditure on behalf of MDEA. This Agreement does not create or give rise to any agency, joint venture or partnership between MDEA and RETAILER.

8. TERM AND TERMINATION. MDEA hereby authorizes RETAILER as an Authorized Mitsubishi Retailer for an initial term commencing on the Effective Date and continuing for one (1) year, unless sooner terminated pursuant to the terms of this Agreement. This Agreement shall automatically renew for a one (1) year renewal term at the expiration of such initial term or any renewal term, unless either party gives notice to the other of its intention not to renew no later than thirty (30) days before expiration of the initial term or any renewal term. MDEA may terminate this Agreement immediately at any time, with or without cause, upon notice to RETAILER. Termination of this Agreement shall not operate to discharge any liability that has been incurred by MDEA or by RETAILER prior to the effective date of such termination. Immediately upon the termination of this Agreement, RETAILER shall cease to represent itself as an Authorized Mitsubishi Retailer of MDEA Products and shall otherwise discontinue all conduct and activities that might lead the public to believe that RETAILER is authorized by MDEA to sell Products via the Internet. To that end, RETAILER shall cease to advertise, and shall remove all signs, posters, plaques and the like, regarding the Products and RETAILER’s relationship with MDEA. If so directed by MDEA in writing, then RETAILER shall promptly destroy or otherwise return all such materials to MDEA.

9. ASSIGNMENT. RETAILER shall not assign its rights or delegate its duties under this Agreement without the prior written consent of MDEA, which may be granted or withheld in MDEA’s sole discretion. Any attempted assignment or delegation shall be void. MDEA reserves the right to assign its rights or delegate its duties under this Agreement, without the consent of, RETAILER.

10. NOTICES. All notices by either party that may or are required to be given under this Agreement shall be in writing and shall be given by personal delivery, by recognized overnight courier delivery service or by registered or certified mail, return receipt requested, with all postage prepaid, to the other party at its address set forth on the first page of this Agreement or to such other address as is provided by notice given in accordance with this Section. Notices shall be effective when received.

11. ARBITRATION. Except as provided herein, all disputes arising out of, or in any manner relating to, this Agreement shall be settled by arbitration before a single arbitrator by the American Arbitration Association (“AAA”) in accordance with its then-standard prevailing commercial rules, as modified or supplemented by this Section. The arbitration hearing shall be in writing and shall be held in Orange County, California. The arbitration hearing award shall be in writing and shall specify the factual and legal bases of such award. The arbitration award shall be final and binding, and a judgment consistent therewith may be entered in any court of competent jurisdiction. The arbitrator(s) shall not have the power to render an award of punitive damages. To the extent of any conflict, this Section shall supersede and control over the AAA rules. Nothing in this Section shall be construed to preclude or in any way prohibit MDEA from seeking any provisional remedy, such as an

injunction or a temporary restraining order, to enforce the provisions of this Agreement relating to confidentiality, trademarks, and termination of use of trademarks.

12. GENERAL

12.1 This Agreement, along with the exhibits to this Agreement, contains the complete, final, and exclusive statement of all the terms of the Agreement between MDEA and RETAILER and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between MDEA and RETAILER relating to the subject matter of this Agreement. There are no understandings, statements, promises or inducements, oral or written, contrary or supplementary to the terms of this Agreement. If any provision of this Agreement is held to be illegal or unenforceable, no other provisions of this Agreement shall be affected. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or shall constitute, a waiver of any other provisions of this Agreement whether or not similar, nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is sought to be enforced. Failure on any occasion by MDEA to enforce any term or condition of this Agreement shall not prevent or bar enforcement on any other occasion. No form of estoppel shall apply if it is based on any statement or action that is inconsistent with any provision of this Agreement. No supplement, modification or amendment of the Agreement shall be binding or enforceable unless executed in writing by the parties, except as expressly provided in this Agreement with respect to any exhibits to this Agreement. Except as otherwise expressly provided, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the parties to this Agreement. The headings to the sections and subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein

12.2 Audits. MDEA shall have the right to conduct reasonable audits of RETAILER’s business records and facilities during regular business hours and without prior notice to confirm compliance with this Agreement. MDEA’s exercise or nonexercise of such right shall have no affect on its right to assert that any act or failure to act of RETAILER constitutes a breach of this Agreement.

12.3 Legal Counsel; Attorneys’ Fees. Each party has legal counsel who has reviewed this Agreement, has advised such party during any negotiations pertaining to this Agreement and has explained such party’s rights and obligations under this Agreement. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its reasonable expenses, including arbitration costs and reasonable attorneys’ fees and costs.

12.4 Governing Law. This Agreement and the rights and obligations of the parties to and under this Agreement shall be construed and interpreted in all respects in accordance with the laws of the State of California, without regard to the principles of conflicts of law; provided that any questions regarding copyright, trademark, patent, intellectual property or trade secret matters shall be determined in accordance with federal law. RETAILER hereby consents to the jurisdiction of and agrees that venue for any legal proceedings shall be proper in Orange County, California. This Agreement and the rights and obligations of the parties under this agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended.

12.5 MDEA Reservation of Rights. Unless otherwise provided by applicable law: (i) MDEA may at any time add, change or cease making available any MDEA part or product without notice to RETAILER, and RETAILER shall have no claim against MDEA for failure to furnish parts or products of the model, design or type previously sold, or otherwise; (ii) MDEA may at any time change warranty or service policies without incurring any liability to RETAILER; (iii) MDEA may add, substitute, modify or replace any products in the list of Products specified in **Exhibit A** to this Agreement from time to time without prior notice to RETAILER and (iv) MDEA may from time to time modify or change the Merchandising Requirements applicable to MDEA’s Authorized Mitsubishi Retailers.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**MITSUBISHI DIGITAL
ELECTRONICS AMERICA, INC.**

RETAILER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
PRODUCTS, RETAIL LOCATIONS AND AUTHORIZED WEBSITES

1. PRODUCTS

2. RETAIL LOCATIONS

3. AUTHORIZED WEBSITES